

ENTERED

March 10, 2025

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE JOHNS LAW FIRM, LLC,

Plaintiff,

VS.

ANGELA PAWLIK,

Defendant.

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CIVIL ACTION NO. 4:22-CV-01877

ORDER

Before the Court are United States Magistrate Judge Yvonne Y. Ho's Memorandum and Recommendation (Doc. #85), Defendant Angela Pawlik's Objections (Doc. #86), and Plaintiff the Johns Law Firm's Response (Doc. #87). The Magistrate Judge's findings and conclusions are reviewed de novo. FED. R. CIV. P. 72(b); 28 U.S.C. § 636(b)(1); *United States v. Wilson*, 864 F.2d 1219, 1221 (5th Cir. 1989). Having reviewed the parties' arguments and applicable legal authority, the Court adopts the Memorandum and Recommendation as its Order.

On March 5, 2024, the Court entered a Final Judgment in favor of Plaintiff the Johns Law Firm's (the "Plaintiff"), finding that Defendant Angela Pawlik (the "Defendant") breached a fee agreement by failing to pay Plaintiff's contingency fee after obtaining recovery in a prior suit that was litigated in the Western District of Texas. Doc. Nos. 67, 70, and 71. The Court further ordered Defendant to pay Plaintiff \$340,000 to satisfy the breach of contract claim. Doc. #71. The Fifth Circuit affirmed the Court's judgment on December 12, 2024. Doc. #89.

In the present Motion for Turnover, Plaintiff seeks to collect on the Final Judgment and requests that the Court order Defendant and her counsel, Jeremiah Johns and his firm, Johns Law

Firm, PLLC, pay Plaintiff the sum of \$340,000 that is currently held in Mr. John's lawyer trust account ("IOLTA account"). Doc. #76. In her Memorandum and Recommendation, Judge Ho recommends the Court grant Plaintiff's turnover request, correctly concluding that the Court's Final Judgment conferred upon Plaintiff a legal right to enforce that judgment. Doc. #85. In her Objections, Defendant argues that her turnover obligation has been satisfied because the funds are the subject of an interpleader suit pending in the Eastern District of Louisiana. Doc. #86. However, Judge Ho considered this argument and correctly determined that this separate lawsuit, in which Defendant is not a party, is irrelevant to Plaintiff's right to enforce the Court's Final Judgment against Defendant. Accordingly, the Court finds that Defendant Angela Pawlik owns and controls \$340,000.00 currently held in the IOLTA trust account of her attorneys, Jeremiah Johns and Johns Law Firm PLLC. Further, the Court finds that those funds are nonexempt, available, and subject to turnover under Tex. Civ. Prac. & Rem. Code § 31.002.

In conclusion, the Court adopts the Memorandum and Recommendation (Doc. #85) as its Order. Plaintiff's Motion for Turnover (Doc. # 76) is hereby GRANTED.

The Court further ORDERS:

- Defendant and her attorneys, Jeremiah Johns and Johns Law Firm PLLC, to pay the Johns Law Firm, LLC \$340,000.00 to satisfy the Court's March 5, 2024, Final Judgment (Doc. #71), within two weeks of the entry of this Order.
- The payment shall be delivered to the offices of Plaintiff's attorney of record, at 700 Louisiana Street, Suite 3950, Houston, TX 77002.

MAR 05 2025

Date


 The Honorable Alfred H. Bennett
 United States District Judge